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Attorneys for the Plan Administrator as Successor to the Debtor

In re:

WYTHE BERRY FEE OWNER LLC,

Debtor.

Chapter 11

Case No. 22-11340 (MG)

DECLARATION OF ZELIG WEISS IN LIEU OF DIRECT TESTIMONY

I, Zelig Weiss, hereby declare under penalty of perjury to the best of my knowledge, information, and belief, the following, which is submitted in lieu of my direct testimony at the evidentiary hearing regarding the Debtor's Omnibus Objection to claims filed by Dand J Industries LLC ("*D and J*"), Schimenti Construction Company LLC ("*Schimenti*"), and Ziba Construction Inc. dba 212Carpet ("*Ziba*") (each of D and J, Schimenti, and Ziba a "*Claimant*" and together the "*Claimants*") currently scheduled for April 23–24, 2025:

My Role in the Debtor's Corporate Structure

1. I am the sole managing member of Wythe Berry LLC.
2. I am also a non-managing member of Wythe Berry Member LLC ("*Member LLC*"). As I am not the managing member of Member LLC, I have no control or authority to act on behalf of Member LLC.

3. For this reason, and because Member LLC is the sole member of the Debtor, I do not currently have nor have I ever had control over the Debtor or authority to act on behalf of the Debtor.

4. As a result of a refinancing transaction of Wythe Berry LLC's existing debt on the William Vale Hotel Complex (the "*Property*"), in February 2017, Debtor took title to the Property, and then leased the Property to Wythe Berry LLC under a Lease Agreement dated February 28, 2017, by and among the Debtor, as lessor, and Wythe Berry LLC, as lessee (the "*Ground Lease*").

5. As lessee under the Ground Lease, Wythe Berry LLC operated the Property, including the William Vale Hotel.

6. Additionally, I am the sole member of a company called Espresso Hospitality Management LLC ("*Espresso*"), which entered into a management agreement with Wythe Berry LLC under which Espresso managed the operations of the Property. As a functional matter, Espresso handled day-to-day operations of the Property.

HealthQuarters Sublease

7. During the period that Wythe Berry LLC leased the Property, I used Espresso as the main point of contact for sublease activity at the Property.

8. Accordingly, I did not personally conduct negotiations for the HealthQuarters sublease. To the best of my recollection that was done through Nissi Herzberg or Benzi Herbst in my office, who both worked for Espresso.

9. Without consulting or informing the Debtor, its attorneys, or its representatives, including Asaf Ravid, Wythe Berry LLC entered into a sublease with a company called HealthQuarters, Inc. on or about March 21, 2022 ("*HealthQuarters*").

10. Prior to the filing of the Mechanic's Liens now at issue, I did not ever communicate about the HealthQuarters' sublease with any representative or attorney for the Debtor, Member LLC, YG WV, or All Year Holdings Ltd. ("*All Year*").

11. I have no reason to believe that the Debtor, or any of its attorneys or representatives, knew about the sublease with HealthQuarters.

Communications with Claimants

12. At some point, I became aware that Schimenti Construction Company LLC ("*Schimenti*") began working at the Property. Neither Wythe Berry LLC nor Espresso (and likewise none of their respective members, managers, or employees) was a party to any contract between any of the Claimants and HealthQuarters.

13. Prior to the filing of the Mechanic's Liens at issue, I did not ever communicate about Schimenti with any representative or attorney for the Debtor, including Asaf Ravid, nor Member LLC, YG WV, or All Year.

14. I did not ever communicate to any of the Claimants that I was authorized to act on behalf of the Debtor, Member LLC, YG WV, or All Year.

15. I did not ever communicate to HealthQuarters that I was authorized to act on behalf of the Debtor, Member LLC, YG WV, or All Year.

16. At all times, with respect to HealthQuarters and Schimenti, I only ever acted on behalf of Wythe Berry LLC or Espresso.

Dated: April 18, 2025



Zelig Weiss